

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Pillsbury Winthrop Shaw Pittman LLP Four Embarcadero Center, 22nd Floor San Francisco, CA 94111	2. Registration No.  5198
3. Name of Foreign Principal iFLYTEK Co., Ltd.	4. Principal Address of Foreign Principal Hefei City, No. 666 Wangjiang Road West Anhui Province, China

5. Indicate whether your foreign principal is one of the following:

☐ Government of a foreign country<sup>1</sup>

☐ Foreign political party

☒ Foreign or domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (*specify*) \_\_\_\_\_

☐ Individual-State nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

N/A

b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

a) Principal address

N/A

b) Name and title of official with whom registrant deals

c) Principal aim

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

iFLYTEK develops voice recognition software and voice-based internet/mobile products.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

iFLYTEK is a publicly listed corporation on the Shenzhen, China stock exchange. Information about the corporation and its shareholders is available at <http://www.cninfo.com.cn/new/snapshot/companyDetailEn?code=002230>.

### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature	Sign
June 26, 2019	Stephan E. Becker, Partner	/s/ Stephan E. Becker	eSigned

OMB No. 1124-0004; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  Pillsbury Winthrop Shaw Pittman LLP	2. Registration No.  5198
3. Name of Foreign Principal  iFLYTEK Co., Ltd.	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
Assist with explaining the uses of iFLYTEK's technologies for the education, health, and communications industries.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See response to Item 7.

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9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant may engage in political activities on behalf of the foreign principal. The Registrant's activities may include communications on behalf of the foreign principal with relevant Executive Branch and Legislative Branch offices, as well as the media.

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### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
June 26, 2019	Stephan E. Becker, Partner	/s/ Stephan E. Becker eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



Pillsbury Winthrop Shaw Pittman LLP  
美国普盈律师事务所 · Pillsbury  
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Jack Ko/柯呈佑  
美国专利律师  
主管合伙人/电机工程博士  
Tel/电话 86.21.6137.7999  
jack.ko@pillsburylaw.com

June 19, 2019  
2019 年 6 月 19 日

Via Email/电子信函:

Ida Zhu | 朱静  
Vice President/Legal GM/副总裁/法务总经理  
iFLYTEK Co., LTD./科大讯飞股份有限公司

National Intelligent Speech High-Tech Industrialization Base,  
Hefei City, No. 666, Wangjiang Road West,  
Anhui Province, China  
国家智能语音高新技术产业化基地  
合肥市望江西路 666 号  
安徽省, 中国

Dear Ida/尊敬的朱女士:

This letter confirms that iFLYTEK Co., LTD. ("iFLYTEK") has engaged Pillsbury Winthrop Shaw Pittman LLP to advise and represent you in the matter described below and provides the terms and conditions of our engagement.

本函件确认科大讯飞股份有限公司 ("iFLYTEK") 聘用美国普盈律师事务所 (Pillsbury) 在如下所述事项中代表贵方并向贵方提供法律服务, 且规定了聘用我方的条款和条件。

1. **Scope of Engagement and Fees.** You have asked us to represent you in connection with public policy and public relations advice.

**聘用范围及费用。** 贵方要求我方在公共政策和公共关系意见之事项上代表贵方。

Our billing policies and procedures, rates, charges for disbursements, and other standard terms of engagement are provided in the Addendum to this letter.

就我方的计费政策及程序、费率、支出的报销费用以及其他聘用的标准条款, 请见本函件的附件。

[www.pillsburylaw.com](http://www.pillsburylaw.com)

Ida Zhu  
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2. **Identity of the Client.** Unless agreed otherwise in writing, iFLYTEK will be our sole client in this engagement and we will not be representing any of your affiliated or constituent individuals or entities, such as any parent or subsidiary companies, directors, officers, founders, managers, general or limited partners, employees, members, or shareholders.

**客户身份。**除非另有书面约定，科大讯飞股份有限公司是我方在本次聘用中独有的客户，我方将不代表任何贵方的关联或组成的人员或实体，例如任何母公司或子公司、董事、管理人员、创始人、经理、普通合伙人或有限合伙人、雇员、成员或股东。

3. **Advance Conflicts Waiver.** Pillsbury is an international law firm that represents many different clients with diverse interests. Many of our clients conduct business or compete with one another. Our website, [www.pillsburylaw.com](http://www.pillsburylaw.com), describes the types of clients we represent, the locations where we practice, and the matters we typically handle.

**事先冲突豁免。**美国普盈律师事务所（Pillsbury）是一家国际律师事务所，代表诸多具有不同利益需求的客户。我方的许多客户之间均有业务往来或存在竞争关系。我方的网站（[www.pillsburylaw.com](http://www.pillsburylaw.com)）介绍了我方代表的客户的类型、我方的执业地点以及我方通常处理的事项。

In the future, we may be asked to represent a party in a transaction or a dispute that is adverse or potentially adverse to you, where that transaction or dispute is unrelated to the matter involved in this engagement. Under the rules of professional conduct for lawyers in many of the jurisdictions where we practice, we may be precluded from representing a current or new client in a matter adverse or potentially adverse to you, even though that matter is unrelated to this engagement for you, unless we have specific agreement from you in advance that we may do so.

将来，我方可能在一项与本聘用函所涉事项无关的交易或争议中代表某一方，而该交易或争议将与贵方利益相悖或有可能相悖。根据我方执业的许多法域之律师职业行为规则，除非我方事先得到贵方的明确同意，我方将可能被禁止在与贵方利益相悖或可能相悖的事项中代表现有客户或新客户，即使该等事项与本聘用函所涉事项无关。

Your signature on this letter confirms that you understand and agree that we may take on such unrelated matters and that you waive any conflicts that such a future representation might present to the extent such consent and waiver may be required under applicable laws. We will preserve at all times your confidences under applicable rules of professional conduct and this advance waiver does not affect that obligation.

贵方对本函的签署确认了贵方已理解并同意，我方可能参与与本聘用函无关的该等事项，且贵方就我方未来代表其他客户可能出现的任何冲突予以在适用法律要求的范围内之同意及豁免。我方将根据适用的职业行为规则始终保守贵方的保密信息且本事先冲突的豁免并不影响该等保密义务。

You also acknowledge, by signing this letter, that you have had the opportunity to consult with other counsel about the consequences of granting this advance waiver and that we recommended that you do so.

贵方知晓签署了本函亦表明贵方已有机会就授予该等事先豁免的后果咨询了其他法律顾问，并且我方已建议贵方进行该等咨询。

[www.pillsburylaw.com](http://www.pillsburylaw.com)

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4. **Termination or Withdrawal.** Unless otherwise agreed in writing, this engagement will terminate if no services are provided by us for a six-month period, except where we are awaiting an action or decision by a court, tribunal or agency, or specific actions are necessary to complete the engagement that extend beyond the 6-month period.

**终止或撤回。** 除非另有书面约定，若我方已有六个月未向贵方提供服务，本聘用函将被终止，除非我方正在等待法院、法庭或其他政府机关的一项行动或决定或为完成聘用必要的特别行为而导致超过六个月的期限。

You may terminate this representation at any time, with or without cause, by providing written notice to us.

无论是否有理由，贵方均可在任何时间书面通知我方终止本聘用函。

We have the right to withdraw from representation of you subject to applicable rules of professional conduct. Before withdrawing we will discuss with you any steps necessary to protect your interests in any ongoing matter including transfer to other legal counsel. 我方有权根据适用的职业行为规则放弃代表贵方。在撤回代理前，我方将就在任何持续进行的事项中保护贵方的利益所需采取的任何必要的措施与贵方进行磋商（包括将该等事项转交给其他法律顾问）。

The termination or withdrawal of this engagement will not affect your responsibility to pay for services rendered and charges incurred on your behalf.  
本聘用函的终止或撤回将不会影响贵方支付我方所提供的法律服务的费用和其他以贵方的名义所产生的费用。

5. **Arbitration of Disputes.** If you disagree with the amount of our fees or other charges, or if you have any concerns about our work for you, please bring that to our attention as soon as possible. In the event any dispute between us arising from or relating to our work cannot be resolved informally, we both agree to forego the right to trial by jury and to resolve any disputes between us, or any disputes you have with any of our lawyers or staff, including but not limited to disputes over fees and charges, exclusively through private and confidential binding arbitration before the Hong Kong International Arbitration Center. The arbitration will be governed by the rules for complex commercial disputes, conducted before one neutral arbitrator for any dispute where the claim is less than \$300,000 or before three neutral arbitrators for any larger dispute, and the arbitrator or arbitrators will be authorized to award any damages or relief that a court of law having jurisdiction over the dispute could award. You acknowledge by signing this letter that you have had the opportunity to consult with other counsel about the consequences of agreeing to binding arbitration and that we recommended that you do so.

**争议仲裁。** 若贵方对我方服务费或其他收费金额有异议，或贵方对我方与贵方相关的工作有任何顾虑，请就该等异议或顾虑尽快与我方进行协商。若无法以非正式的方式解决双方的争议，双方同意放弃进行有陪审团的庭审的权利并且仅通过私下且保密的有约束力的仲裁方式解决任何双方以及贵方与我方的任何律师或员工之间的争议（包括但不限于就服务费和其他收费的争议）。仲裁由香港国际仲裁中心根据适用于复杂商业争议的规则进行：争议金额不足 300,000 美金的由一位中立仲裁员进行仲裁，争议金额超过 300,000 美金的由三位中立仲裁员进行仲裁。仲裁员有权做出相当于对争议具有管辖权的法院可以做出的任何赔偿或补救措施的裁决。贵方确认，贵方



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签署本聘用协议之时已有机会就同意仲裁效力的后果咨询其他法律顾问，且确认我方已向贵方建议进行此种咨询。

To the extent that New York rules would apply to a dispute between us that cannot be readily resolved, you may have the right to request non-binding arbitration in New York City under Part 137 of the Rules of the Chief Administrator of the Office of Court Administration of the New York State Unified Court System or under applicable bar association procedures. By signing this engagement letter, you expressly waive that right and agree to binding private arbitration as provided above.

如果纽约规则适用于双方之间无法轻易解决的争议，根据纽约州统一法院系统之法院行政办公室首席行政官规则之 137 章节或适用的律师协会的规定，您有权要求在纽约市进行无约束力的仲裁。然而，通过签署本协议，您明确放弃该仲裁权利并同意受上述私人仲裁之约束。

6. **Internal Communications.** There may be instances where our lawyers and staff find it useful to communicate about their professional obligations with inside or outside counsel for our firm. For example, we may need to determine if a new representation of another client would present a conflict of interest because of our work for you, and if so, the form of waiver required. Another example is where a dispute occurs between you and our firm. You agree that if our lawyers or staff have communications with our inside or outside legal counsel about our work for you, we have your consent to do so, and such communications will be deemed confidential and protected by our firm's attorney-client privilege. Our representation of you shall not waive such privilege and you agree that we will not be obligated to disclose such privileged communications.

**内部通讯。**在某些情况下，我方的律师和员工会与我方的内部或外部法律顾问就其职业责任进行通讯。例如，我方可能需要确定代表另一客户是否会因我方为贵方工作而引起冲突，并且如果会造成冲突，我方会要求豁免。另外，例如当贵方与我方发生争议时，贵方同意我方的律师或员工与我方的内部或外部法律顾问就我方为贵方工作的事项进行通讯，且该等通讯会被视为是保密的，且受我方的律师-客户特权保护。我方代表贵方将不会豁免该等特权，并且贵方同意我方没有义务公开该等受特权保护的通讯内容。

7. **Additional Engagements.** If you request and we agree that our firm undertake additional engagements for you, or represent any of your affiliates, we will do so on the terms and conditions set forth in this letter unless otherwise mutually agreed in writing.

**额外聘用。**若贵方要求并且我方同意我方就额外的事项代表贵方或代表任何贵方的关联方，除非双方另有书面约定，我方将根据本函规定的条款及条件进行该等事项。

8. **Review and execution.** Please review this letter carefully and let us know if you have any questions. If these terms are acceptable, please sign and return the enclosed copy, keeping a copy for your files.

**审阅和签署。**请仔细审阅本函，若贵方有任何问题，请告知我方。若贵方接受本函的条款，请在随函所附的文本上签字并返还给我方，并请贵方保存一份留档。



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We are pleased to have this opportunity to be of service and we look forward to working with you on the engagement.

我们很荣幸能有机会为贵方提供服务，并期待就此事项与贵方合作。

Very truly yours/此致.




Jack Ko/柯呈信  
Partner/合伙人  
Pillsbury Winthrop Shaw Pittman LLP Shanghai Representative Office  
美国普盈律师事务所驻上海代表处

Enclosure: Addendum/随附：附录

Accepted and agreed to/接受并同意：

By/签署：

Name/姓名：  Ida Zhu / 朱静

VP/Legal GM

副总裁/法务总经理

iFLYTEK Co., LTD.

科大讯飞股份有限公司

Date/日期： \_\_\_\_\_

**ADDENDUM 1****附录一****BILLING AND DISBURSEMENTS****律师计费与报销费用**

1. **Our Billing Policies and Procedures.** Our fees are based on the number of hours devoted to this engagement. The rate ranges for our attorneys who will work on your matter are as follows:

**本所的计费政策及程序。**我们的费用将根据我方为贵方提供服务的小时数计算。如下请见将为贵方在该事项上提供服务的律师费率范围：

<b>Lawyer Seniority / 律师级别</b>	<b>Rate Range / 费率范围</b>
Partner   合伙人	U.S. \$725-980
Counsel   顾问	U.S. \$700-720
Associate   律师	U.S. \$490-695
Foreign Attorney/Paralegal   外国律师/律师助理	U.S. \$275-345

The rate stated above does not include any tax. If invoice is paid in Chinese Yuan, we will issue Chinese value-added tax invoice to you, the exchange rate between U.S. Dollar and Chinese Yuan is subject to change based on the first-week average rate published by the China Foreign Exchange Trade Center (CFETC). As required by applicable regulations, a value added tax and other local taxes (currently 6.72% in the aggregate) will be added to the amount of fees payable by you. Please see wire instruction for payments in Chinese Yuan in Addendum 2.

上述费率不包含任何税费。若账单以人民币支付账单，我方将向贵方开具增值税专用发票，美元兑人民币汇率依据中国外汇交易中心每月第一周公布的汇率的平均值而定。根据现行适用法规的要求，增值税以及其他本地税费（税率为 6.72%）会计入贵方应付的律师费中。人民币支付汇款信息请见附录二。

From time to time, it may become necessary or desirable to assign different or additional attorneys, paralegals or document production professionals to work on your matter. The rates for document production professionals may range from \$60 to \$125 USD per hour depending on the complexity of the assignment.

我们可能不时安排不同的或者额外的律师、律师助理或文件制作专员为贵方提供服务。文件制作专员的费率根据文件复杂程度为每小时 60 至 125 美元不等。

Our standard hourly rates are adjusted periodically to reflect the advancing experience, capabilities and seniority of our professionals as well as general economic factors. We will provide you with notice of any adjustment in rates for professionals working on your matter. 我方标准小时费率将会作阶段性调整，以反映我方专业人员经验、能力和资历的提升以及通常的经济因素。就任何为贵方事项提供服务的我方人员之费率调整，我们会提前通知贵方。

Fees generally will be billed within 30 days of the month in which the services are rendered, and disbursements and other charges will generally be billed within 30 to 60 days after they are incurred by us. Payment is due upon your receipt of our statement and the appropriate

invoices, if applicable.

通常我方将在服务提供当月的 30 日内收取服务费，而报销支出和其他费用通常在发生后的 30 至 60 日内收取。贵方应于收到我方费用明细单及发票（如适用）时付款。

The timely payment of our statements is important to us and a critical part of our engagement. If a bill is to be paid in Chinese Yuan but not paid in full **within 35 days** following the date of the VAT invoice received by you; or if a bill is to be paid in US Dollar but not paid in full within **35 days** following the date of the statement received by you, you agree that interest on the unpaid amount of the VAT invoice or the statement at the rate of 6% per annum will also be due. Interest will commence to run on the 36<sup>th</sup> day following the date of the VAT invoice received by you or 36<sup>th</sup> day following the date of the statement received by you for all unpaid amounts. Payment of interest does not waive or limit our rights to withdraw from representation for failure to make timely payment of statements when due. 希望贵方理解及时付款对我方非常重要，也是我方处理聘用事项的关键部分。若当贵方以人民币支付时，贵方在收到我方出具的增值税专用发票后 **35 日内** 仍未完全付款；或若当贵方以美金支付时，贵方在收到我方出具明细单 **35 日内** 仍未完全付款，则贵方同意我方按 6% 的年利率对增值税专用发票或明细单的欠额加收利息。所有未付款项的利息将于贵方收到增值税专用发票后第 36 天或收到明细单后第 36 天开始计算。贵方支付利息并不剥夺或限制我方因贵方延迟付款而取消代理的权利。

2. **Estimates of Fees and Expenses.** Any estimates of anticipated fees that we provide at your request, whether for budgeting purposes or otherwise, are only an approximation of what the actual fees will be. Unless we have otherwise agreed in writing, any such estimate is not a maximum or minimum fee quotation, and our fees will be determined based on actual hours incurred as provided above.

**预期的费用及支出。** 我方应贵方要求提供的任何预期服务费的估算（无论是为预算目的或其他目的）仅为实际服务费之近似值。除非我方就具体安排另有书面同意，任何该等估算均非服务费的最小或最大报价，且我方服务费将根据上述政策按实际发生的小时数予以确定。

3. **Disbursements.** In the course of our engagement we will use our normal support systems. In addition to our fees for legal services, we will charge separately for certain costs, expense disbursements and taxes, as applicable. A list of our standard charges that may be incurred during the course of the engagement is set forth below.

**报销。** 在聘用过程中，我方将使用我方现有的支持系统。除了向我方支付法律服务费用外，我方将对某些适用的成本、费用支出和税款分别收费。我方关于聘用可能产生的收费标准如下图所示。

**PILLSBURY WINTHROP SHAW PITTMAN LLP****DISBURSEMENT CHARGE RATES <sup>1</sup>- USD***as of 01/01/2019***2019年1月1日起, 美国普盈律师事务所报销费用收费标准 (美元)**

<u>DISBURSEMENT/EXPENSE*</u> 支出/费用	<u>CLIENT CHARGE BASIS</u> 客户收费基础
Postage/邮资	No Charge/免收费用
Faxes/传真	No Charge/免收费用
Domestic & International Phone Calls 国内和国际电话	No Charge/免收费用
<b><u>Computer/电脑</u></b> Litigation Support (data hosting charges) 诉讼支持 (数据维护费用)	\$20/GB.mo. - Monthly Hosting Charge 每GB每月20美元 (月维护费用)
Computer Research (LexisNexis and Westlaw), etc. 电脑查询 (LexisNexis 和 Westlaw) 等	Charged based on standard vendor rates per search less a discount of 30% on Westlaw and LexisNexis searches, plus the hourly rate of the person conducting the search. 每次查询按标准供应商费率进行收费, Westlaw 和 LexisNexis 查询减去30%的折扣, 另加查询人员的小时费率
<b><u>Document Production/文件准备</u></b> Convenience Copies, Printing, Scanning 复印、打印和扫描	\$0.19 per page - Black and white 每页0.19美元 (黑白) \$0.44 per page - Color 每页0.44美元 (彩色)
Copy Center Reproduction & Printing (photocopies, scan, image, etc.) 复印中心的复制和打印 (影印、扫描、电子图像等)	\$0.15 per page (for jobs under 3,500 counts) 3,500页以内: 每页0.15美元 \$0.10 per page (for jobs of 3,500 counts or more) 3,500页及以上: 每页0.10美元
Oversized Copies/超大复印	\$0.75 per page/每页0.75美元
Color Copies/彩色复印	\$0.40 per page (for jobs under 3,500 counts) 3,500页以内: 每页0.40美元 \$0.35 per page (for jobs of 3,500 counts or more) 3,500页及以上: 每页0.35美元
Document binding (e.g., for briefs, formal presentation documents, etc.) 文件装订 (如用于简报、正式演示文件等)	\$1.25 per binding 每份装订1.25美元
CD Burn/刻录CD	\$5.00 per burn/每张5.00美元

<sup>1</sup> All other expenses incurred and paid for by the firm on behalf of clients, including express courier service, court services, catering, equipment rental, third party conference calls, cell phone expenses, etc. are charged at cost. Disbursements for large vendor invoices (over \$5000) will be forwarded directly to the client for payment. Alternatively, if the client prefers to have the firm pay the vendor for large invoices and include the disbursement on the next client bill, the firm will do so if the vendor agrees to defer payment of their invoice until the client pays the firm.  
我方代表贵方而产生并支付的所有其他费用, 包括快递服务、法院服务、餐饮、设备租赁、第三方电话会议、手机话费等服务费均按原价进行收费。金额较大的供应商账单 (超过 5,000 美元) 将直接发向贵方进行支付。或者, 若贵方希望我方先行向供应商支付该等大账单, 并且随后将费用计入贵方次月账单, 我方可以进行如此操作。前提是供应商同意我方延期支付该等账单直至贵方完成对我方的支付。

DVD Burn/刻录DVD	\$7.50 per burn/每张7.50美元
Tabs/分隔页	\$0.20 per tab/每份0.20美元
Litigation Preparation - Copying, Scanning, etc. 诉讼准备-复印、扫描等	\$0.10 per page (light) \$0.12 per page (medium) 每页 0.10 美元 (质量一般) 每页 0.12 美元 (质量较好) \$0.15 per page (heavy) \$0.19 per page (glass work) 每页 0.15 美元 (质量较好) 每页 0.19 美元 (高级)

For matters involving patent work, we do not handle the payment of maintenance fees or annuities on granted United States or foreign patents. If you do not already have an arrangement for handling these payments, we suggest you consider engaging Computer Patent Annuities ("CPA") or another similar vendor to handle monitoring and payment of your annuities. CPA, which has no affiliation with us, presently handles approximately 1,000,000 renewal payments each year and has relationships with patent and trademark offices in every country in the world. Of course, you can attend to these payments yourself rather than make use of a vendor, but we recommend against doing so. Please inform us as soon as possible which vendor you currently use or plan to engage for payment of maintenance fees and annuities on granted patents.

若代理事项涉及专利工作，我方不承担支付美国或外国专利授予的维持费或年金。若贵方尚未安排支付该等费用，我方建议贵方考虑聘用计算机专利年金有限公司（“CPA”）或其他类似服务商从事监督及支付贵方年金的工作。CPA（与我方无关联关系）目前每年处理近 1,000,000 起更新支付并且与世界各国的专利及专利和商标办公室保持合作关系。贵方亦可不聘用服务商自行支付该等费用，但我方并不建议贵方这样做。请尽快通知我方贵方目前使用的或计划聘用的支付维持费及年金的服务商。

4. **Communications, Files and Subpoenas.** In working on the engagement, we will preserve communications and documents in either hard-copy or electronic form, depending on the circumstances, as reasonably necessary to represent you. As described below, some of these files belong to you ("Client Files") and some belong to us. The Client Files consist of those electronic and hard-copy documents that are kept in the central file that we maintain for each client matter. Before we transmit the Client Files to you at your request, we will remove administrative documents, purely internal correspondence and drafts of documents or memoranda that we may prepare but do not transmit to you.

**通讯、文档和传票。** 在处理聘用事项时，我方将视情况合理且必要地应贵方的需要，以纸质或电子文档的形式保存通讯和文件。如下所述，部分该等资料属于贵方（“客户文档”），部分属于我方。客户文档由我方为各客户事项在中央文档中所保存的电子形式和纸质形式的文件构成。该文件包含我们认为重要的代理记录。所有不在客户文档中的其他文件将归属我方。此外，客户文档不包含我方的行政文件、文件草稿或我方为贵方准备但未发送至贵方的备忘录。

In the event we are required to respond to a subpoena or other formal request for records or other information relating to our services for you, including testimony at a deposition, we will consult you before responding to determine if you want to supply the information demanded and/or assert the attorney-client or other privilege that may apply. You agree to reimburse us for the time and expense for responding to such demands, including, without limitation, the time and expense for searching, locating, reviewing and copying responsive information, appearing at depositions or hearings, and litigating any issues raised at your request. 若我方被要求就关于我方为贵方提供服务的记录或其他信息答复传票或其他官方文件

（包括提供证词作证），我方将在答复前与贵方进行协商，确定贵方是否愿意补充所需信息和/或主张律师-客户保密特权或其他可能适用的特权。贵方同意补偿我方答复该等要求所花费的时间及开支，包括但不限于，用于检索、定位、审阅以及复制答复信息，出庭作证或出席听证会，以及应贵方要求提出任何诉讼事项的时间及开支。

At the completion or termination of this engagement, you may request in writing the return or disposal of the Client Files. In order to collect and prepare the Client Files for delivery or disposal, we likely will need to spend time and incur expense. You agree to pay us at our regular rates for this time and pay any necessary disbursements. We will give you an estimate of our expected charges promptly after receipt of your written request for transfer or disposal of the files. In our discretion we may make and keep a copy of any Client Files being returned or disposed of at our expense.

本聘用完成或结束时，贵方可以书面请求返还或处置客户文档。为搜集并准备客户文档的交付或处置，我们可能会需要时间并会产生费用。贵方同意以我方正常费率为该等时间支付服务费并支付任何必要的开支。我方将在收到贵方有关转移或处置该等文档的书面请求后立即给予贵方一份收费的预算。我方可自行决定并自负费用制作和保存一套将要返还给贵方或将被处置的任何客户文档的副本。

If you do not request return of the Client Files, we will maintain them for a period of five years, after which time you agree that we may dispose of them in a confidential manner. Prior to disposal of the Client Files, we will advise you in writing, at the last known address in our files, of our intent to do so in order to give you an opportunity to request the materials. We may dispose of our own files at any time without notice to you.

若贵方未请求返还客户文档，我方仅对其保存五年，其后贵方同意我方以保密方式处理该等客户文档。在处理该等客户文档前，我方将按我方档案中贵方的最新地址，以书面形式向贵方通知我方的意向以便给贵方一次请求该等资料的机会。我方可以在任何时间在未通知贵方的情况下处理我方的文档。

Please also note that if electronic communications are sent or received by you on a computer or other device that may be accessed by third-parties, the privilege protection that such communications with us might otherwise be afforded may be lost. We therefore strongly encourage you not to use such a device when communicating with us. Please also note that our records may be accessed electronically by all our offices and that we may store records using "cloud computing."

亦请注意，若贵方以第三方可以访问的计算机或其他设备发送或接收电子通讯，则有可能失去与我方通讯可能获得的特权保护。我方因此强烈建议贵方在与我方通信时勿轻易使用该等设备。另外，亦请注意所有我方办公室可以以电子形式访问我方的记录并且我方会以“云计算”方式存储记录。

5. **Non-legal Services.** Except as otherwise provided by this letter, because we are a law firm, we provide only legal services. In the engagement we will not provide any investment, insurance, accounting or technical advice, make business decisions, or investigate the character or credit of those with whom you may be dealing.

**非法律类服务。**除非本函件另约定，由于我方是一家律师事务所，我们只提供法律服务。在聘用的过程中我们将不会提供任何投资、保险、会计或技术方面的建议、或为贵方作出商业决策或调查可能与贵方进行交易的他方的人格或信誉。

**ADDENDUM 2**

**附录二**

**Wire Instructions for Payments in Chinese Yuan Renminbi (RMB) Only**  
**人民币付款汇款信息**

**Bank:**

银行名称:

**Bank Address:**

银行地址:

**Account Name:**

账号名称:

**RMB Account:**

账号:

同城交换号:

**Swift Code:**

**Other  
Information:**

备注: